



**COUNTY OF LOS ANGELES
DEPARTMENT OF COMMUNITY AND SENIOR SERVICES**

**ADULT PROTECTIVE SERVICES (APS)
EMERGENCY SHELTER PROGRAM
APPENDIX B: STATEMENT OF WORK**

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**ADULT PROTECTIVE SERVICES (APS)
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APPENDIX B: STATEMENT OF WORK**

1.0 SCOPE OF WORK

1.1 Introduction

- 1.1.1 This Statement of Work (SOW) defines the minimum required tasks for the provision of Adult Protective Services (APS) Emergency Shelter Program (Program) services, administered by the County of Los Angeles, Community and Senior Services (County) to eligible elderly individuals and dependent adults, otherwise referred to herein as "Client(s)" or "Emergency Shelter Client(s)", as defined in Section 1.2. APS is a 24-hour Social Service program mandated by the State of California to receive all reports of suspected abuse of an elderly individuals or dependent adults. Contractor shall provide the Program services defined herein at State-licensed Residential Care Facilities for the Elderly (RCF-Es) and Adult Residential Facilities (ARFs), otherwise referred to herein as "Emergency Shelters", as defined in Section 1.1.2. County will establish a "cost reimbursement" agreement based on firm and fixed rate(s) with Contractor for Program services provided.
- 1.1.2 The California Department of Social Services (CDSS), Community Care Licensing Division (CCLD), issues licenses to the facilities noted below to provide such Program services:
- 1.1.2.1 **Adult Residential Facilities (ARFs):** Provide 24-hour non-medical care for eligible dependent adults ages 18 to 59.
- 1.1.2.2 **Residential Care Facilities for the Elderly (RCF-Es):** Provide 24-hour non-medical care to eligible clients 60 years of age and over but also persons under 60 with compatible needs of an eligible dependent adult, as defined in Section 1.2.1.2.
- 1.1.3 The primary purpose of the Program is to provide services for APS Clients who reside in Los Angeles County and have immediate necessity, 24 hours a day, seven (7) days a week. The Clients referred to APS Emergency Shelters are abused elderly individuals and eligible dependent adults who need to be moved from their homes (or location) to a temporary safe environment until the dangers at home can be resolved. Client referrals to APS Emergency Shelters shall only be made by APS Social Workers.
- 1.1.4 As referenced above, the APS Emergency Shelter Program is a State of California (State) mandated program as required by the California Welfare and Institutions Code (WIC) Section 15763. Contractor shall comply with all applicable CCLD policies and procedures, including but not limited to: the regulations in Title 22, Division 6, Chapter 6, Adult Residential Facilities, Manual of Policies and Procedures (CCLD ARF) <http://www.dss.cahwnet.gov/ord/entres/getinfo/pdf/arf.pdf> Title 22,

Division 6, Chapter 8, Residential Care Facilities for the Elderly, Manual of Policies and Procedures (CCLD RCF-E) <http://www.cclld.ca.gov/res/pdf/RCFE.pdf> ; Title 22, Division 6, Chapter 1, General Licensing Requirements, Manual of Policies and Procedures (CCLD General Licensing Requirements) <http://www.cclld.ca.gov/res/pdf/GeneralLicensing.pdf> ; Americans with Disabilities Act (ADA) http://www.ada.gov/2010_regs.htm ; and County Program policies, bulletins and directives.

- 1.1.5 Contractor shall provide comprehensive Program services that provide all Clients access to: shelter, meals, clothing, and other basic services, as further detailed in Section 2.0, Specific Tasks, at Contractor Emergency Shelter site(s), within the Los Angeles County.
 - 1.1.5.1 If it is determined that the Emergency Shelter can meet the Client's need, Contractor shall develop and maintain in the Emergency Shelter a written Needs and Services Plan, as described in Section 2.1.2.2.
- 1.1.6 Contractor shall maintain proper eligibility documentation in accordance with Section 1.2 APS Emergency Shelter Program Client Eligibility Determination, to substantiate the Program services provided and that eligibility for Program services are met.
- 1.1.7 Contractor shall develop and maintain relationships with other County funded APS Emergency Shelter Program providers in order to enhance the delivery of services for APS Clients.
- 1.1.8 Contractor shall assume administrative responsibilities for the day-to-day operation of the Emergency Shelter, which includes, but is not limited to: securing the resources and personnel necessary to ensure effective Program performance; performing annual monitoring reviews and programmatic audits.
- 1.1.9 Contractor shall comply with all applicable Federal, State and County policies and regulations including, but not limited to: informational bulletins, directives, and site visit reports.
- 1.1.10 Contractor shall be ready to accept and provide services to eligible Clients as required by County.
- 1.1.11 Contractor shall provide services to all Clients regardless of what Supervisorial District in which a Client resides.
- 1.1.12 Contractor must provide a safe, comfortable, and friendly environment where Clients and professional staff can interact.
- 1.1.13 Contractor shelter location shall be accessible by public transportation, and meet the full requirements set forth by the ADA.
- 1.1.14 Contractor shall provide Clients access to computers, internet, phones, transportation and other Client-related requirements as noted in the CCLD General Licensing Requirements.

1.2 APS Emergency Shelter Program Client Eligibility Determination

- 1.2.1 Any elderly individual or dependent adult, regardless of income, who is the victim of abuse is eligible to be an APS Emergency Shelter Client and receive Program services when she/he meet the following criteria:
 - 1.2.1.1 “Elder,” as defined in Section 15610.27 of the WIC, means any person residing in the State of California, 65 years of age or older.
 - 1.2.1.2 “Dependent Adult,” as defined in Section 15610.23 of the WIC, means any person residing in the State of California who has physical or mental limitations that restrict his or her ability to carry out normal activities or to protect his or her rights including, but not limited to, persons who have physical or developmental disabilities or whose physical or mental abilities have been diminished because of age.
 - 1.2.1.2.1 “Dependent Adult” includes any person between the ages of 18 and 64 who is admitted as an inpatient to a 24 hour health facility, as defined in Section 1250, 1250.2, and 1250.3 of the State Health and Safety Code;
<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=hsc&group=01001-02000&file=1250-1264>.

2.0 SPECIFIC TASKS

2.1 Requirements for APS Emergency Shelter Placement

2.1.1 Initial Placement:

- 2.1.1.1 Contractor shall accept an Emergency Shelter Client for placement, if the Contractor has received approval to do so from a County, APS Social Worker. Contractor shall not admit a Client unless an APS Social Worker is physically present at the Emergency Shelter site at the time of admission.

Unless stated otherwise, RCF-E's, shall adhere to the Client admission and placement requirements for ARFs, detailed hereunder.

2.1.2 Intake and Assessment:

- 2.1.2.1 Contractor shall assess and, if needed, provide Program services and placement to all eligible Clients regardless of income or what Supervisorial District the Client resides in.
- 2.1.2.2 Contractor shall provide a private room for the Client until an individual program plan or Needs and Services Plan has been completed.
- 2.1.2.3 Once the Client is admitted, the Contractor shall complete a Written Needs and Services Plan, which shall include:
 - 2.1.2.3.1 The Client's desires and background, obtained from the Client's family or his/her authorized

- representative, if any, and licensed professional, where appropriate, regarding the following:
- 2.1.2.3.1.1 Entrance to the Emergency Shelter;
- 2.1.2.3.1.2 Specific service needs, if any;
- 2.1.2.3.1.3 The written medical assessment specified in Section 80069, CCLD General Licensing Requirements;
- 2.1.2.3.1.4 Mental and emotional functioning;
- 2.1.2.3.1.5 The written mental health intake assessment, if any, specified in Section 85069.3, CCLD ARF;
- 2.1.2.3.1.6 The written functional capabilities assessment specified in Section 80096.2, CCLD General Licensing Requirements.
- 2.1.2.3.2 If the Client has a restricted health condition as specified in Section 80092, CCLD General Licensing Requirements, the Needs and Services Plan must include the Restricted Health Condition Care Plan as specified in Section 80092.2, CCLD General Licensing Requirements.
- 2.1.2.3.3 Contractor shall involve the following persons in the development of the written Needs and Services Plan:
 - 2.1.2.3.3.1 The Client, or his/her authorized representative, if any;
 - 2.1.2.3.3.2 Any relative participating in the placement;
 - 2.1.2.3.3.3 The placement or referral agency, if any;
 - 2.1.2.3.3.4 The person responsible for Emergency Shelter admissions.
- 2.1.3.1 An ARF may accept an elderly Client, 60 years of age or older, for emergency placement under the following condition:
 - 2.1.3.1.1 The APS agency has written a statement indicating that a local need exists for the ARF to accept elderly emergency placements.
- 2.1.4.1 Contractor shall maintain accurate and complete financial records (such as bank statements, cancelled checks or other proof of payment) of its activities and operations relating to this Contract in accordance with generally accepted

accounting principles. Contractor shall also maintain all materials, including, but not limited to, complete employment records (such as timecards, sign-in/-out sheets and other time and employment records), supporting Program documents and proprietary data and information relating to its performance of this Contract.

Contractor shall adhere to the "Record Retention Requirements", as specified in Section 8.38 Appendix A, Sample Contract.

- 2.1.5.1 County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (hereafter "HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR 160 and 164 (collectively, the "HIPAA Rules"), as specified in Section 9.4, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Appendix A, Sample Contract.

2.1.4 Placement:

- 2.1.4.1 Contractor shall comply with the Client placement regulations in the CCLD General Licensing Requirements. These regulations include, but are not limited to the following:
 - 2.1.4.1.1 Contractor shall not exceed the capacity limitations specified on the CCLD license and shall not allow rooms approved only for ambulatory clients to be used by non-ambulatory clients, as specified in Section 80010.
 - 2.1.4.1.2 Contractor's Emergency Shelter shall meet the requirements in Section 80020 on fire clearance if the Emergency Shelter has accepted a non-ambulatory client, as defined in Section 80001.
- 2.1.4.2 Prior to acceptance of a Program Client Contractor shall obtain and keep on file the following information received from the APS Social Worker:
 - 2.1.4.2.1 Client's name;
 - 2.1.4.2.2 Client's ambulatory status;
 - 2.1.4.2.3 Name(s) and telephone number(s) of the Client's physician(s);
 - 2.1.4.2.4 Name(s), business address(es), and telephone number(s) of the APS Social Worker responsible for the Client's placement;

- 2.1.4.2.5 Name, address, and telephone number of any person responsible for the care of the Client, if available.
- 2.1.4.3 When a Client is placed by an APS Social Worker at an APS Emergency Shelter and prior to Program services rendered, the Client, Emergency Shelter, and Social Worker must complete the, "APS Emergency Shelter Program Placement Agreement/Authorization/Reauthorization form", as referenced in Appendix M, APS Emergency Shelter IFB.
 - 2.1.4.3.1 Extended Client placement beyond two (2) weeks must be approved by the APS Human Services Administrator I (HSA I).
 - 2.1.4.3.2 Extended Client placement beyond one (1) month must be approved by the APS Program Manager.
 - 2.1.4.3.3 When a Client vacates the Emergency Shelter, the Shelter Manager shall contact the Client's assigned APS Social Worker within one (1) and announce formal notification of the Client's departure.
- 2.1.4.4 At the time of the APS Emergency Shelter placement, Contractor shall ensure receipt of a written mental health intake assessment, as specified in Section 2.1.2.3.1.5. of this Statement of Work
 - 2.1.4.4.1 The Client must have a tuberculosis test by the seventh day of placement even though the test results may not be available by the seventh day of placement.
- 2.1.4.5 Contractor shall contact the Client's attending physician or the person authorized to act for the physician to identify all of the Client's prescribed medications and usage instructions as specified in Section 80069, CCLD General Licensing Requirements, by the next working day, but no later than 72 hours from the initial APS Emergency Shelter placement or whichever is sooner.]
 - 2.1.4.5.1 The attending physician or the person acting for the physician shall have access to the Client's records to determine whether the full medication regimen is accounted for an accurate.
 - 2.1.4.5.2 If medication verification, as specified in Section 85081, CCLD General Licensing Requirements, has not been obtained within 72 hours from the Client's initial placement, Contractor shall contact the APS Social Worker to request that the Client be relocated, as specified in Section 85081, CCLD General Licensing Requirements.

- 2.1.4.6 If an RCF-E accepts a Client with dementia, the RCF-E shall meet the requirements set forth in Section 87724, Care of Persons with Dementia, of the CCLD RCF-E.
- 2.1.4.7 Contractor shall contact the APS Social Worker to request that a Client be relocated immediately when the Contractor identifies that needs cannot be met or that the Client has a condition specified in Section 2.1.5.1.
 - 2.1.4.7.1 Note: Contractor cannot retain a Client aged 60 years or older beyond 30 calendar days from initial placement by the APS agency unless the following requirement is met:
 - 2.1.4.7.1.1 Contractor must request an exception, specified in Section 80024, CCLD General Licensing Requirements, within 30 calendar days of initial placement, but the Client must be relocated if the CCLD denies the request.

2.1.5 Placement Exemptions:

- 2.1.5.1 Contractor shall not accept the following individuals as Client placements, and shall comply with the placement exemption regulations, as defined in the CCLD General Licensing Requirements.
 - 2.1.5.1.1 An individual who uses metered-dose and dry powder inhalers;
 - 2.1.5.1.2 An individual who requires oxygen;
 - 2.1.5.1.3 An individual who relies upon others to perform all activities of daily living;
 - 2.1.5.1.4 An individual who lacks hazard awareness or impulse control;
 - 2.1.5.1.5 An individual who has contractures;
 - 2.1.5.1.6 An individual who has prohibited health conditions;
 - 2.1.5.1.7 An individual who has restricted health conditions;
 - 2.1.5.1.8 An individual who requires inpatient care in a health facility;
 - 2.1.5.1.9 An individual who is receiving hospice care;
 - 2.1.5.1.10 An individual whose primary need is acute psychiatric care due to a mental disorder, as defined in the Diagnostic and Statistical Manual of Mental Disorders (Third Edition) of the

American Psychiatric Association,
<http://www.psychiatry.org/practice/dsm>.

2.1.5.2 In addition to the above, RCF-Es, shall not accept the following persons for Program Client placement:

2.1.5.2.1 An individual who is incontinent;

2.1.5.2.2 An individual who has active communicable tuberculosis;

2.1.5.2.3 An individual who requires 24-hour, skilled nursing or intermediate care;

2.1.5.2.4 An individual whose primary need for care and supervision results from an ongoing behavior, caused by a mental disorder, that would upset the general resident group;

2.1.5.2.5 An individual who is bedridden.

2.2 Dispensing of Medication to Clients

2.2.1 Clients shall be assisted as needed with self-administration of prescription and non-prescription medications. Contractor staff, except those authorized by law, shall not administer injections, but staff designated by the Shelter Manager may assist Clients with self-administration as needed. Assistance with self-administered medications shall be limited to the following:

2.2.1.1 Medications usually prescribed for self-administration which have been authorized by the Client's physician. The medications must be verified by the Shelter Manager when the Client is assessed and the Written Needs and Services Plan is completed, as described in subsection 2.1.2.3.

2.2.1.2 Medications during an illness determined by a physician to be temporary and minor. The medications must be verified by the Shelter Manager when the Client is assessed and the Written Needs and Services Plan is completed, as described in subsection 2.1.2.3.

2.2.1.3 Assistance required because of tremor, failing eyesight and similar condition;

2.2.1.4 Assistance with self-administration does not include forcing a Client to take medications, hiding or camouflaging medications in other substances without Client's knowledge or consent, or otherwise infringing upon a Client's right to refuse to take medications;

2.2.2 Medications may be centrally stored if:

2.2.2.1 The preservation of medicines requires refrigeration, if the Client has no private refrigerator;

- 2.2.2.2 Any medication is determined by the physician to be hazardous if kept in the personal possession of the Client for whom it was prescribed;
- 2.2.2.3 Potential dangers related to the medication itself, or due to physical arrangements in the Emergency Shelter and the condition or the habits of the other persons in the Emergency Shelter, the medications are determined by either a physician, the administrator, or licensing to be a safety hazard to others.

2.3 Emergency Shelter Grounds Requirements

- 2.3.1 In addition to the requirements of the CCLD license, Emergency Shelter bedrooms must meet, at minimum, the following requirements:
 - 2.3.1.1 Not more than two Clients shall sleep in a single bedroom;
 - 2.3.1.2 Bedrooms must be large enough to allow for easy passage and comfortable use of any required Client assisted devices, including but not limited to: wheelchairs, walker, or oxygen equipment, between beds and other items of furniture specified in Section 2.6;
 - 2.3.1.3 No room commonly used for other purposes shall be used as a bedroom for any person.
 - 2.3.1.3.1 Such rooms or areas shall include but not be limited to halls, stairways, unfinished attics or basements, garages, storage areas, and sheds, or similar detached buildings.
 - 2.3.1.4 No Client bedroom shall be used as a public or general passageway to another room, bath or toilet;
 - 2.3.1.5 Stairways, inclines, ramps, open porches, and areas of potential hazard to Clients whose balance or eyesight is poor shall not be used by Clients unless such areas are well lighted and equipped with sturdy hand railings;
 - 2.3.1.6 Emergency Shelters shall meet the following requirements in laundry areas:
 - 2.3.1.6.1 Space and equipment for washing, ironing and mending of personal clothing;
 - 2.3.1.6.2 Space used for soiled linen and clothing shall be separated from the clean linen and clothing storage and handling area;
 - 2.3.1.6.3 In Emergency Shelters with a licensed capacity of 16 or more Clients, space used to do the laundry shall not be part of an area used for storage of any item other than items necessary for laundry activities.

2.3.1.7 Emergency Shelters with a licensed capacity of 16 or more Clients shall meet the following requirements:

2.3.1.7.1 There shall be space available in the Emergency Shelter to serve as an office for business, administration and admission activities;

2.3.1.7.2 There shall be a private office in the Emergency Shelter where the Shelter Manager may conduct private interviews.

2.4 Emergency Shelter Outdoor Activity Space Requirements

2.4.1 Outdoor activity areas shall be provided that are easily accessible to Clients and protected from traffic.

2.4.2 The outdoor activity area shall provide a shaded area, be easily accessible for the Client, and furnished for outdoor use.

2.5 Emergency Shelter Indoor Activity Space Requirements

2.5.1 As a condition of CCLD licensure, there shall be common rooms, including a living room, dining room, den or other recreation/activity room, which provide the necessary space and/or separation to promote and facilitate Program services with planned activities, and prevent such activities from interfering with other functions.

2.5.1.1 At least one (1) such area shall be available to Clients for relaxation and visitation with friends and/ or relatives.

2.6 Emergency Shelter Fixture, Furniture, Equipment, and Supplies Requirements

2.6.1 As a condition of CCLD licensure, the following Emergency Shelter furnishing requirements shall apply to Contractor's Emergency Shelters.

2.6.1.1 Toilet, washbasin, bath and shower fixtures shall, at a minimum, meet the following requirements:

2.6.1.1.1 At least one (1) toilet and washbasin shall be maintained for each six (6) persons residing in the Emergency Shelter, including Clients family and personnel;

2.6.1.1.2 At least one (1) bathtub or shower shall be maintained for each ten (10) persons residing in the Emergency Shelter;

2.6.1.1.3 Toilets and bathroom shall be located near Client bedrooms;

2.6.1.1.4 Individual privacy shall be provided in all toilet, bath, and shower areas.

2.6.2 Contractor shall ensure provision to each Client of the following furniture, equipment and supplies necessary for personal care and maintenance of personal hygiene:

- 2.6.2.1 An individual bed, except that couples shall be allowed to share one (1) double or larger sized bed, maintained in good repair, and equipped with good bed springs, a clean mattress and pillow(s).
 - 2.6.2.1.1 Fillings and covers for mattresses and pillows shall be flame retardant.
- 2.6.2.2 No Emergency Shelter shall have more beds for Client use than the maximum capacity approved by the CCLD.
 - 2.6.2.2.1 This requirement shall not apply to beds made available for illness or separation of others in the isolation room or area as required by Section 80075, CCLD General Licensing Requirements.
- 2.6.2.3 Bedroom furniture including, in addition to the above, for each Client, a chair, a night stand, and a lamp or lights necessary for reading.
 - 2.6.2.3.1 Two (2) Clients sharing a bedroom shall be permitted to share one (1) night stand.
- 2.6.2.4 Portable or permanent closets and drawer space in each bedroom to accommodate the Client's clothing and personal belongings.
 - 2.6.2.4.1 A minimum of two (2) drawers or eight (8) cubic feet (.2264 cubic meters) of drawer space, whichever is greater, shall be provided for each Client.
- 2.6.2.5 Clean linen in good repair, including lightweight, warm blankets and bedspreads; top and bottom bed sheets; pillow cases; mattress pads; rubber or plastic sheeting, when necessary; and bath towels, hand towels and washcloths.
 - 2.6.2.5.1 The quantity of linen provided shall permit changing the linen at least once each week or more often when necessary to ensure that clean linen is in use by Clients at all times.
 - 2.6.2.5.2 The use of common towels and washcloths shall be prohibited.
- 2.6.2.6 Feminine napkins, non-medicated soap, toilet paper, toothbrush, toothpaste, and comb.
- 2.6.3 If the Emergency Shelter operates its own laundry, necessary supplies shall be available, and equipment shall be maintained in good repair.
 - 2.6.3.1 Clients who are able, and who so desire, shall be allowed to use at least one (1) washing machine and iron for their personal laundry, provided that the equipment is of a type and in a location which can be safely used by the Clients.

- 2.6.3.2 The Emergency Shelter shall be permitted to designate a safe location or locations, and or times in which Clients shall be permitted to iron.
- 2.6.4 Emergency lighting, which shall include, at a minimum, working flashlights or other battery-powered lighting, shall be maintained and readily available in areas accessible to Clients and staff.
 - 2.6.4.1 An open-flame type of light shall not be used.
 - 2.6.4.2 Night lights shall be maintained in hallways and passages to non-private bathrooms.
- 2.6.5 Contractor shall meet the following signal system requirements:
 - 2.6.5.1 In all Emergency Shelters with a licensed capacity of 16 or more Clients, and all Emergency Shelters having separate floors or separate buildings without full-time staff there shall be a signal system that has the ability to meet the following requirements:
 - 2.6.5.1.1 Operation from each Client's living unit;
 - 2.6.5.1.2 Transmission of a visual and or auditory signal to a central location, or production of an auditory signal at the Clients' living unit which is loud enough to summon staff.
 - 2.6.5.1.3 Identification of the specific Client's living unit from which the signal originates.
 - 2.6.5.2 Contractor Emergency Shelters that have more than one wing, floor or building shall be allowed to have a separate signal system in each component provided that each system meets the criteria specified in Section 2.6.1
- 2.6.6 Contractor shall provide and maintain the equipment and supplies necessary to meet the requirements of the Program.
 - 2.6.6.1 Such supplies shall include daily newspapers, current magazines and a variety of reading materials.
 - 2.6.6.2 Special equipment and supplies necessary to accommodate physically handicapped persons or other persons with special needs shall be provided to meet the needs of the handicapped Clients.
 - 2.6.6.3 When not in use, recreational equipment and supplies shall be stored where they do not create a hazard to Clients.

2.7 Client's Personal Rights

- 2.7.1 Contractor shall ensure that each Client is accorded the following personal rights:
 - 2.7.1.1 To visit the Emergency Shelter with his/her relatives or authorized representative prior to admission;

- 2.7.1.2 To have the Emergency Shelter inform his/her relatives and authorized representative, if any, of activities related to his/her care and supervision, including but not limited to notification of any changes to the Needs and Services Plan;
- 2.7.1.3 To have communications to the Emergency Shelter from his/her relatives or authorized representative answered promptly and completely, in a courteous manner;
- 2.7.1.4 To have visitors, including advocacy representatives, visit privately during waking hours, provided that such visitations do not infringe upon the rights of other Clients;
- 2.7.1.5 To wear his/her own clothes;
- 2.7.1.6 To possess and use his/her own personal items, including his/her own toilet articles;
- 2.7.1.7 To possess and control his/her own cash resources;
- 2.7.1.8 To have access to individual storage space for his/her private use;
- 2.7.1.9 To have access to telephones in order to make and receive confidential calls, provided that such calls do not infringe upon the rights of other Clients and do not restrict availability of the telephone during emergencies.
 - 2.7.1.9.1 Contractor shall be permitted to require reimbursement from the Client or his/her authorized representative for long distance calls.
 - 2.7.1.9.2 Contractor shall be permitted to prohibit the making of long distance calls upon documentation that requested reimbursement for previous calls has not been received.
- 2.7.1.10 To mail and receive unopened correspondence;
- 2.7.1.11 To receive assistance in exercising the right to vote;
- 2.7.1.12 To move from the Emergency Shelter in accordance with the Admissions Agreement as described in Section 85068, CCLD ARF.

2.8 **Food Service**

- 2.8.1 Contractor shall meet the food service personnel requirements specified in Section 85065, CCLD ARF.
- 2.8.2 Contractor shall provide three (3) meals a day per Client, meeting the Client's dietary needs.
- 2.8.3 The following requirements shall be met when serving food:
 - 2.8.3.1 Meals served on the premises shall be served in one or more dining rooms or similar areas in which the furniture, fixtures and equipment necessary for meal service are provided.

- 2.8.3.1.1 Such dining areas shall be located near the kitchen so that food may be served quickly and easily.
- 2.8.3.2 Tray service shall be provided in case of temporary need.
- 2.8.3.3 Contractor shall meet the following food supply and storage requirements:
 - 2.8.3.3.1 Supplies of staple non-perishable foods for a minimum of one (1) week and fresh perishable foods for a minimum of two (two) days shall be maintained on the premises;
 - 2.8.3.3.2 Freezers shall be large enough to accommodate required perishables and shall be maintained at a temperature of zero (0) F (17.7 degrees C);
 - 2.8.3.3.3 Refrigerators shall be large enough to accommodate required perishables and shall maintain a maximum temperature of 45 degrees F (7.2 degrees C);
 - 2.8.3.3.4 Freezers and refrigerators shall be kept clean, and food storage shall permit the air circulation necessary to maintain the temperatures specified in Sections 2.8.3.3.2 and 2.8.3.3.3;
- 2.8.4 Clients shall be encouraged to have meals with other Clients.
- 2.8.5 Clients who do not elect to have all meals provided by the Emergency Shelter but whose conditions subsequently change so that self-purchase of foods and self-preparation of meals are no longer viable alternatives, shall receive full meal service.

2.9 Personal Services

- 2.9.1 Contractor shall provide necessary personal assistance and care, as indicated in the Needs and Services Plan, with activities of daily living including but not limited to dressing, eating, and bathing.
- 2.9.2 Contractor shall provide basic laundry services, including washing and drying of the Client's personal clothing.
- 2.9.3 Contractor shall provide assistance in meeting necessary medical and dental needs. This includes transportation to the nearest medical or dental facility which will meet the Client's needs. In providing transportation the Emergency Shelter shall do so directly or shall make arrangements for this service.

2.10 Eviction Procedures

- 2.10.1 Contractor may only evict the Client, upon thirty days written notice, only for one (1) or more of the following reasons:

- 2.10.1.1 Nonpayment of the rate for basic services within ten (10) days of the due date;
- 2.10.1.2 Failure of the Client to comply with State or local law after receiving written notice of the alleged violation;
- 2.10.1.3 Inability to meet the Client's needs;
- 2.10.1.4 Change of use of the Emergency Shelter.
- 2.10.2 Contractor shall obtain prior written approval from County to evict the Client upon three (3) days written Notice to Quit and upon a finding of good cause.
 - 2.10.2.1 Good cause exists if the client engages in behavior that threatens the mental and/or physical health or safety of him/herself or others in the Emergency Shelter.
- 2.10.3 The Notice to Quit shall state the reasons for the eviction, with specific facts supporting the reason for the eviction including the date, place, witnesses, if any, and circumstances.
- 2.10.4 If the Client does not voluntarily move out after the Emergency Shelter has given proper written notice, the Emergency Shelter must file an unlawful detainer lawsuit in Superior Court.

3.0 QUALITY ASSURANCE PLAN AND FAILURE TO PERFORM

- 3.1 Contractor shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of this Contract and the terms of the Contract are met. A copy must be provided to the County's Contracts Management Manager (CMM) on the Contract start date and as changes occur. The original QAP and any revisions thereto, shall include, but not be limited to, the following:
 - 3.1.1 Methods used to ensure that the quality of service performed fully meet the performance requirements set forth in this Appendix B, Statement of Work. Contractor shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable including a reporting protocol notifying the CMM of any identified performance requirement issues within 24 hours of discovery.
 - 3.1.2 Methods for ensuring uninterrupted service to County in the event of a strike by Contractor employees or any other potential disruption in service.
- 3.2 If Contractor performance requirements are not met, the CMM may, in addition to all other remedies available under this Contract, telephone Contractor to alert Contractor of a deficiency; send Contractor a User Complaint Report (UCR), or both. Contractor shall respond to a telephone deficiency complaint within one (1) hour and respond to a UCR within twenty-four (24) hours of receipt.
- 3.3 Contractor shall not utilize any employee or sub-contractor whose work has been deemed deficient and unacceptable by the CMM.

- 3.4 Contractor shall report any staff changes including separations and new hires to the CMM within 3 business days of the occurrence. In addition, for new hires, Contractor shall include a current resume as part of the notification to County.

4.0 CONTRACTOR STAFF

- 4.1 General Requirements: With the one exception identified below in Section 4.2, Contractor has the discretion to determine the appropriate levels of staff needed, with the appropriate education, experience, and qualifications to carry out the requirements of the Program. The total number of staff shall be based on the method and level of all Program services provided. All staff qualifications are subject to an annual review by the Los Angeles County Auditor-Controller.
- 4.1.1 Contractor shall operate continuously throughout the entire term of this Contract with at least the minimum staff set forth in the Budget, submitted as part of the bid, as well as any other applicable staffing requirements established by County for the Contractor necessary to provide services hereunder. Such personnel shall meet all qualifications in this Contract, as well as those provided by County through Contract Amendments, Administrative Directives and Program Policy Memorandums.
- 4.1.2 Contractor shall ensure that Contractor staff is available to all Clients, APS staff, APS referral sources, as well as to County, 24 hours a day, seven (7) days a week. The Contractor shall also ensure that live telephone contact with Contractor staff is available to Clients, as well as County, during the Contractor hours of operation. Contractor shall also ensure that each Contractor site has a telephone answering machine or voice mail system in place during off-business hours. Contractor staff shall check and respond to all messages within 24 hours.
- 4.1.3 Contractor shall always have an employee with the authority to act on behalf of Contractor available during work hours.
- 4.1.4 Contractor must retain satisfactory evidence on file that its staffing is adequate to meet the objectives of the Program. All staffing documents shall be held in accordance with the Record Retention requirements outlined in the APS Emergency Shelter Program Sample Contract Paragraph 8.38, Record Retention and Inspection/Audit Settlement.
- 4.2 **ACCOUNTING STAFF** Contractor staff shall include at a minimum one full-time staff person who has knowledge of basic Accounting principles.
- 4.2.1 Responsibilities: The accounting staff person will be responsible for all fiscal matters related to the Program.
- 4.2.2 Minimum Experience and Qualifications:
- 4.2.2.1 Ability to speak/read/understand English fluently;
- 4.2.2.6 Ability and experience interpreting and executing the accounting, fiscal, and policy requirements and directives

required to properly execute Program services, including, but not limited to: Office of Management and Budget regulations (OMBs), Generally Accepted Accounting Principles (GAAP), applicable Code of Federal Regulations (CFRs) sections, and Generally Accepted Government Auditing Standards (GAGAS);

4.3 PROJECT DIRECTOR – Contractor staff shall include at a minimum one full-time Project Director

4.3.1 Responsibilities:

- 4.3.1.1 Project Director may plan, organize, and direct all administrative and operational activities related to the Program and ensure all Services are delivered under this Contract and within the established time frames specified by the County.
- 4.3.1.2 Project Director or designee may have full authority to act on behalf of Contractor on all contract matters relating to the daily operations of this Contract.
- 4.3.1.3 Project Director or designee may be available to the County during all hours of operation to oversee the daily activities.
- 4.3.1.4 Project Director may serve as the coordinator/liaison for all Services under this Contract, ensuring that any overall communications relevant to the provision of services to Clients' are conveyed to appropriate personnel.
- 4.3.1.5 Project Director may ensure all staff completes a background check covering the past ten (10) years.
 - 4.3.1.5.1 Staff who have lived in another State within the past ten (10) years must have a similar background check from those States as well.
 - 4.3.1.5.2 Project Director may ensure that live telephone contact with the Contractor staff is available to Clients, referral sources, and the County during the Contractor hours of operation.
 - 4.3.1.5.3 Project Director shall ensure that each of the Contractor site(s) have a telephone answering machine or voice mail system in place during non-business hours.

4.4 SHELTER MANAGER – Contractor staff shall include at a minimum one full-time Shelter Manager:

4.4.1 Responsibilities:

- 4.4.1.1 Shelter Manager may be responsible for the Contractor day-time and night-time shelter operations.
- 4.4.1.2 Shelter Manager may ensure that Contractor abides by activities identified in Section 2.0 Specific Tasks.

4.4.1.3 Shelter Manager may supervise Emergency Shelter staff and ensure:

4.4.1.3.1 Medication is properly administered.

4.4.1.4 Shelter Manager may be available to Clients, referral sources, and the County during the Contractor hours of operation.

4.4.1.5 Shelter Manager may ensure that Emergency Shelter staff responds to all phone calls and phone messages within 24 hours of receiving the phone call or message.

4.5 Minimum Education, Experience, and Qualifications:

4.5.1 The Project Director and Shelter Manager must have at minimum five (5) years of experience operating or supervising the operations of Emergency Shelter.

4.5.2 The Project Director and Shelter Manager may demonstrate the following:

4.5.2.1 Ability to speak, read, write, and understand English fluently;

4.5.2.2 Ability and experience to provide guidance on decisions requiring judgment; and;

The Project Director and Shelter Manager must demonstrate knowledge of all statutory and licensing requirements relevant to the operation of an Emergency Shelter in the State of California.

4.6 **MULTILINGUAL CAPABILITIES OF CONTRACTOR STAFF**

4.6.1 Contractor must seek to provide services in the primary/native language of the Clients, with limited or no English speaking capabilities, to better serve the communities served by Contractor. Contractor shall make efforts to employ employees and recruit volunteers who are bilingual or who are fluent in the dominant languages of the community. Contractor shall not require any Clients to provide his/her own interpreter.

4.6.2 Contractor must be committed and sensitive to the delivery of services that are culturally and linguistically appropriate. To that end, Contractor must seek to hire qualified staff that is multilingual and/or multicultural to better reflect the communities served by Contractor. In addition, Contractor and its employees, including volunteers, are expected to develop cultural competency and cross-cultural clinical practice skills. Contractor must also develop effective linkages with various ethnic, health and social service agencies for the benefit of the APS Emergency Shelter Program to reflect the ethnic and cultural needs of the community being served.

4.7 **USE OF VOLUNTEER SERVICES**

Volunteers may be recruited, trained and used by Contractor to expand the provision of Program services. Volunteers must be appropriately qualified for the responsibilities Contractor intends to assign them to prior to beginning those

responsibilities. Volunteers shall be solely the responsibility of the Contractor, and shall report to the Project Director, or equivalent position, or another employee of Contractor as designated by the Project Director. If possible, Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in a community service setting.

5.0 FISCAL REQUIREMENTS

5.1 Matching Share

5.1.1 Contractor shall provide at least a 25% match (contribution) of its Maximum Annual Contract Sum/Expenditures as funded by County in accordance with the provisions of Appendix A (Sample Contract) Exhibit B - Budget. **The matching share may be in cash or an in-kind contribution or compensation thereof.**

5.1.2 In-kind contributions are property or Program services provided by Contractor which benefit a contract-supported project or program and which are contributed by non-federal entities without charge to the Contractor.

5.1.3 The criteria for establishing the value on non-cash items shall be Fair Market Value, and in the case of Volunteer Services, shall be Fair Market Value of Services.

5.2 Contractor Indirect Costs

5.2.1 Indirect Costs are those costs that have been incurred for common or joint purposes and cannot be readily identified with a particular final cost objective. Examples of Indirect Costs include, but are not limited to: salaries, employee benefits, supplies and other costs related to general administration of the organization and salaries and expenses of executive officers, personnel administration and accounting.

5.2.2 If Contractor requests payment for Indirect Costs, Contractor shall retain on file an approved Indirect Cost Rate of a Cost Allocation Plan, as defined in Section 5.3 below, documenting the methodology used to determine Indirect Costs. Such records shall be maintained in accordance with record retention policies outlined in Sample Contract, Paragraph 8.38, Record Retention and Inspection/Audit Settlement.

5.3 Cost Allocation Plan

5.3.1 Contractor shall submit an annual organization-wide Cost Allocation Plan pursuant to the requirements outlined herein. The Cost Allocation Plan shall be prepared in accordance with County instructions and applicable OMB Circulars, as well as any other applicable federal, State or County laws or regulations, and, at a minimum shall include the following:

5.3.1.1 Contractor general accounting policies, including:

5.3.1.1.1 Basis of accounting

5.3.1.1.2 Fiscal year

- 5.3.1.1.3 Method for allocating Indirect Costs (e.g., simplified, direct, multiple, negotiated rate, etc.)
- 5.3.1.2 Contractor Authorized Representative as defined in Sample Contract, Exhibit J - Definitions) shall sign the Cost Allocation Plan, certifying the accuracy of the Plan.
- 5.3.1.3 Indirect Cost Rate Allocation Base
 - 5.3.1.3.1 The Contractor Direct and Indirect Costs (by category) and describing the cost allocation methodology for each category.
 - 5.3.1.3.2 The Contractor Cost Allocation Plan shall support the distribution of any joint costs with other funding sources related to the tasks and activities of this Contract. All costs included in the Cost Allocation Plan will be supported by formal accounting records, which will substantiate the propriety of eventual charges. Contractor acknowledges that budget allocations are not adequate documentation.
- 5.3.1.4 Contractor shall submit a Cost Allocation Plan to County's Contract Manager, identified by Fiscal Year, as follows:
 - 5.3.1.4.1 Contractor shall submit the Cost Allocation Plan within 60 days of execution of this Contract. County has developed a sample Cost Allocation Plan; Contractor may request a copy thereof upon providing a written request to County's Contract Manager.
 - 5.3.1.4.2 Annually, Contractor shall also submit a new Cost Allocation Plan to County's Contract Manager for review and approval within 60 days of the start of each Fiscal Year.
- 5.3.1.5 The Cost Allocation Plan shall be subject to review and approval by County.
- 5.3.1.6 County will test Contractor Cost Allocation Plan during the normal course of monitoring to ensure Contractor's compliance with this Contract and OMB Circular requirements (OMB Circular A-87). Contractor failure to comply may result in suspension of payment(s), suspension of the Contract, termination of the Contract or other remedies as determined by County under this Contract or at law.
- 5.3.1.7 Pursuant to record retention policies outlined Sample Contract, Paragraph 8.38, Record Retention and Inspection/Audit Settlement), Contractor will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs associated with all Work under this Contract.

5.4 Program Income Statement Report

- 5.4.1 Program Income: Sample Contract, Exhibit J, Definitions includes, but is not limited to:
 - 5.4.1.1 Income received by Contractor or sub-contractors directly generated by a grant support activity, or earned only as a result of the grant Contract during the grant period;
 - 5.4.1.2 Income from usage or rental fees of real or personal property acquired with Contract Award Funds;
 - 5.4.1.3 Interest income earned on funds received under APS is included.
- 5.4.2 Contractor shall adhere to the Program Income requirements outlined in the applicable OMB Circulars and CFR that pertain to Contractor organization (i.e., OMB Circular A-102, OMB Circular A-110 (2 CFR Part 215), 29 CFR Part 95, or 29 CFR Part 97).
 - 5.4.2.1 The use of Program Income requires prior written approval from County's Contract Manager.
 - 5.4.2.2 Contractor shall prepare an annual Program Income Statement Report ("Report") on Contract revenues versus expenditures, to identify the amount of Program Income. The Report shall be amended by Contractor if adjustments are required due to any new information received after the filing of the Report.
 - 5.4.2.3 The Report shall be submitted along with the Closeout Report in the form, manner and timeline as designated by County.
- 5.5 Plan for Disposition of Program Income
 - 5.5.1 If Contractor Program Income Statement Report identifies Program Income, Contractor shall prepare and submit a Plan for Disposition of Program Income ("Plan"). The Plan shall be completed and submitted in the form and manner as designated by County within 30 days after the Program Income Statement Report, as specified in 5.4, is due.
 - 5.5.1.1 The Plan shall be reviewed by County for final approval. The Plan shall be amended by Contractor as soon as possible if the Program Income Statement Report is amended.
 - 5.5.1.2 Program Income shall be spent on line items identified by Contractor in the Plan (upon County's approval of the Plan).
 - 5.5.2 Final Report on Disposition of Program Income
 - 5.5.2.1 Within 30 days after the scheduled completion date of an approved Plan for Disposition of Program Income, Contractor must submit a Final Report on Disposition of Program Income ("Final Report") to County in the form and manner designated by County.
 - 5.5.2.2 If the Final Report is not submitted on the scheduled date, County, in its sole discretion, shall extend the completion date, renegotiate the Plan for Disposition of Program Income, recapture

the balance of the unexpended Program Income, or pursue any other remedies available to County under this Contract.

5.6 Program Refunds and Rebates

Contractor shall abide by the following:

5.6.1 Any refunds or rebates to this program made during the period of performance of this Contract shall abate expenditures and not be retained by Contractor for other purposes.

5.6.1.1 Examples of refunds and rebates include but are not limited to:

- 1) Refunds for workers compensation payments,
- 2) Vendor rebates, and
- 3) Receipts from sale of property for which the County does not hold title.

5.6.2 Any refunds or rebates related to this program made after submission of the final report must be remitted to the County.

Checks shall be sent to:

County of Los Angeles
Community and Senior Services-Financial Management Division
Attention: Fiscal Officer II
3175 West 6th Street
Los Angeles, CA, 90020

5.7 Contractor shall submit copies of its current CPA prepared single audit conducted by an independent auditing firm prior to execution of this Contract. Pursuant to OMB Circular A-133, an annual single audit of all non-federal organizations receiving a combined total from all sources of at least \$500,000 in federal dollars is required. For purposes of this Contract, the latest required audit shall cover program year 2012-2013. The audit cannot include a disclaimer opinion and must include a letter of acceptance from the funding source.

5.8 Contractor shall not have any outstanding overpayments, audit and/or monitoring findings, including single audit reports, or questioned costs with County prior to execution of this Contract. Resolving findings means County has accepted the Contractor corrective action plan, single audit report, and/or the Contractor has reimbursed County for questioned costs. Failure to comply with this provision will be grounds for not executing a Contract.

5.9 A responsible Contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the requisites of this Contract. It is the County's policy to conduct business only with responsible Contractor

5.9.1 Pursuant to Chapter 2.202 of the County Code, the County may determine whether a Contractor is responsible based on the review of the Contractor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Contractor against public entities. Labor law violations which are the fault of the subcontractors and of which the

Contractor has knowledge shall be the basis of determination that the Contractor is not responsible.

- 5.9.2 Contractor who at any time during the term of this Contract are found to be in the Los Angeles County Contractor Alert Reporting Database (CARD) will be reviewed to determine if the reported incident(s) should impact funding award or any future funding, and/or negatively reflects on the Contractor standing as a responsible vendor. County will conduct ongoing reviews of the CARD system, and prior to any award of any Contract.

6.0 REPORTS, DOCUMENTATION, AND DIRECT DATA ENTRY

- 6.1 Contractor shall track the progress of Clients by properly recording and submitting monthly Program reports of all Client data to County, which includes, but is not limited to;
- 6.1.1 Number of Clients submitted into an emergency shelter;
 - 6.1.2 Type of Program services provided to all Clients;
 - 6.1.3 Total number of incidents of abuse;
 - 6.1.4 Number of Clients abused;
 - 6.1.5 Types of abuse:
 - 6.1.5.1. Physical (non-sexual);
 - 6.1.5.2 Sexual;
 - 6.1.5.3 Financial;
 - 6.1.5.4 Mental;
 - 6.1.5.5 Neglect;
 - 6.1.5.6 Self-Neglect; and
 - 6.1.6 Action taken on the Program report.
- 6.2 Contractor shall attend mandatory trainings and meetings as required once the system is launched and notification is received from County.
- 6.3 Contractor shall report all expenditures on an accrual basis and must complete and submit invoices on a monthly basis, which will be provided by County and which includes actual and accrued expenditures by budget category.
- 6.4 Closeout Reports
- 6.4.1 Within 30 days of the end of the Fiscal Year, Contractor shall prepare and submit a Closeout Report in the form and manner designated by County. The Closeout Report shall include the minimum expenses and accruals through the last day of the Fiscal Year.
 - 6.4.2 If this Agreement is terminated or cancelled prior to June 30th of any Fiscal Year, or the Program ends, the Closeout Report shall be for that Agreement period which ends on the termination, cancellation, or program end date.

- 6.4.3 Contractor shall submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.
- 6.4.4 Contractor shall track Agreement Program Funds and shall provide a comprehensive report of Agreement Program Funds during audits. Such records shall be maintained in accordance with record retention policies outlined in Sample Contract, Paragraph 8.38, Record Retention and Inspection/Audit Settlement.
- 6.5.5 Contractor shall maintain all records and reports, consistent with Sample Contract, Paragraph 8.38 Record Retention and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County, or designee.
- 6.5.6 All information, records, data elements, and print-outs collected and maintained for the operation of the Program and pertaining to APS (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Sample Contract Paragraph 7.5 (Confidentiality); California Welfare and Institutions Code Section 10850; 45 CFR Section 205.50; California Information Practices Act of 1977; and all other applicable laws and regulations and amendments thereto.

7.0 QUALITY CONTROL PLAN

- 7.1 Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure County a consistently high level of Service throughout the term of this Contract. The QCP shall be retained on file at Contractor main administrative office, and shall be provided to County immediately upon request. The QCP shall include, but not be limited to, the following:
 - 7.1.1 The method of monitoring Contractor is using to ensure that this Contract requirements are being met.
 - 7.1.2 Quality monitoring methods and activities to be implemented to assure the stated measureable performance outcomes and specified Contract requirements are met, including qualifications of monitoring staff, samples of monitoring forms and identification of related accountability reporting documents.
 - 7.1.3 Methods and frequency by which the qualifying knowledge, skills, experience, and appropriate licenses and/or credentials of professional staff are properly assured, supervised, and maintained during the life of the Contract.
 - 7.1.4 Methods for identifying, preventing and correcting barriers/deficiencies/problems related to the quality of services provided before the level of performance becomes unacceptable, including quality improvement strategies and interventions.
 - 7.1.5 A record of all inspections conducted by Contractor any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. Contractor shall maintain all records consistent with Sample Contract, Paragraph 8.38, Record Retention and Inspection/Audit

Settlement, and shall make them available for audit, assessment, or inspection by authorized representatives of County, or designee.

8.0 PERFORMANCE REQUIREMENTS SUMMARY

- 8.1 The Performance Requirements Summary (PRS) Chart is a listing of the minimum services and performance that will be required and monitored during the term of the Contract. The PRS Chart lists the standards and acceptable level of performance
- 8.2 Emergency Shelters shall adhere to the Performance Outcomes in Sample Contract, Exhibit S, PRS Chart.

9.0 CONTRACT MANAGEMENT SYSTEM

- 9.1 County has developed the Contract Management System Gateway (“System”), an automated system that allows County to electronically administer and manage the work specified in this Agreement. County has implemented the System and Contractor shall use the System to perform its administrative contracting functions as directed by County.
- 9.2 County has established policies concerning the access, use, and maintenance of the System. Contractor shall adhere to these policies, which include Appendix A (Sample Contract) Exhibit R - Contract Management System – Contractors Gateway Terms and Conditions of Use instruction guides/tutorials provided by County, training sessions conducted by County, etc. Contractor’s noncompliance with these policies may subject Contractor to denial of access to the System, suspension of payment(s), termination of the Contract, and/or other actions which County may take at its sole discretion under the terms of this Contract or applicable law or regulation.

10.0 TRAINING

- 10.1 Contractor is responsible for ensuring its staff, including both employees and volunteers, both existing and new, are properly trained in all areas related to providing Services for the Program. Staff must be qualified, sufficient in number to deliver the Service(s) adequately, and capable of establishing effective communication with the Clients as well as other Program network Contractor.
- 10.2 Contractor shall develop and implement an internal staff training policy, including orientation to all new staff (which shall include employees and volunteers).
- 10.3 Contractor Executive Director, or equivalent position, shall ensure that all appropriate Contractor employees and volunteers attend all training sessions as required by County, held at a County facility or another site, as determined by County for Contractor’ benefit. Further, Contractor shall ensure that, at a minimum, a Contractor designated, paid employee represents Contractor at each training session. Contractor may also attend training opportunities outside of Los Angeles County at Contractor own expense that Contractor reasonably deems to be beneficial for the delivery of the Program services. Failure to attend mandated trainings shall be considered non-compliance with this Agreement, and may result in further action pursuant to Sample Contract Paragraph 9.12 (Probation and Suspension), and any other applicable Contract provisions.

- 10.4 Contractor Executive Director or authorized designee shall attend all mandated trainings called by County. Contractor shall be given advance notice of all scheduled trainings with County. Failure to attend mandated trainings shall be considered non-compliant with this Agreement, and may result in further action pursuant to Paragraph 9.12 (Probation and Suspension), and any other applicable Contract provisions.
- 10.5 Contractor staff is also required to regularly attend trainings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by County and held at a County facility or another site, as determined by the County.

11.0 MEETINGS

- 11.1 Contractor or authorized designee shall attend all mandated meetings called by County. Contractor shall be given 3-5 days advance notice of all scheduled meetings with County. Failure to attend mandated meetings shall be considered non-compliance with the Contract and may result in further action pursuant to Sample Contract Paragraph 9.12 (Probation and Suspension), and any other applicable Contract provisions.
- 11.2 Contractor staff is also required to regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided herein. These meetings may be called by County and held at a County facility or another site, as determined by County. Contractor may also choose to attend educational or training opportunities outside of Los Angeles County at Contractor own expense that Contractor reasonably deems to be beneficial for the delivery of Program services, as well as other meetings designated by County.
- 11.3 **Out of Town Travel:** Contractor must limit travel expenditures under this Agreement to two (2) staff at all times. Contractor must not incur any expenditure for travel outside Los Angeles County under this Agreement without prior written approval of County. Any such expenditure must be program related. Expenditure of funds without prior approval will result in withheld payment, or may be deemed a disallowed cost.

12.0 UNUSUAL OCCURRENCES/CRIME

- 12.1 Unusual Occurrences such as natural disaster (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes, or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of the Program Clients, personnel or visitors shall be reported by the Contractor within 24 hours to the local health officer by telephone and confirmed in writing, and also to County by telephone and also in writing or email.
- 12.2 Crime related occurrences, such as theft or vandalism, must be reported by Contractor within twenty-four (24) hours to the local police or sheriff department by telephone and confirmed by filing a police report, and also to County by telephone and confirmed by providing a copy of a filed police report. The Contractor shall prepare and retain an incident report on file, and shall include a copy of the filed police report. on file Contractor shall maintain all such police

reports in a manner consistent with Sample Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement). The Contractor shall furnish such other pertinent information related to such occurrence as the local authorities and/or County may require.

13.0 EMERGENCY AND DISASTER PREPAREDNESS

13.1 Notwithstanding Contractor and County's contractual objective to provide Services to eligible persons, Contractor shall make Program services available to any person impacted by a nationally- or state-declared emergency event, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse Contractor for funds expended.

13.1.1 Contractor must have a written emergency plan on file describing how Services will be maintained in the event of a disaster or emergency.

13.2 Contractor shall develop and have on file a written Business Continuity Plan (BCP) that describes how Contractor will reduce the adverse impact of any emergency event, as referenced in 12.1, to APS Emergency Shelter Program, as determined by both the scope of the event (e.g., who and what it affects, and to what extent), and also its duration (e.g., hours, days, months). Contractor shall make the BCP available to its employees, volunteers, and Sub-Contractors, for reference before, during, and after such emergency event disruptions.

14.0 LICENSES AND CERTIFICATIONS

14.1 Contractor shall obtain and maintain, during the term of this Agreement, for Contractor and all staff, all appropriate licenses, permits and certificates required by all applicable CCLD, County, State of California and/or federal laws, regulations, guidelines, and directives for the operation of its facility(ies) and for the provision of Services hereunder such as Business Licenses, Fire Department Inspection Reports, Certificates of Insurance as indicated in Sample Contract Paragraph 8.24 (General Provisions of All Insurance Coverage) and Paragraph 8.25 (Insurance Coverage).

14.2 Prior to the execution of this Agreement, and in cases of new staff or staff with updated licenses, permits or certifications, Contractor shall provide copies of all new or updated licenses, permits and certificates within ten (10) business days of the license, permit or certification award or update.

Copies shall be sent to County's Contract Manager listed in Sample Contract Exhibit E (County's Administration) of the Agreement.

15.0 LOCATION OF SERVICE AND HOURS OF OPERATION

15.1 Contractor shall maintain an office in Los Angeles County; the emergency shelter must be located in the area for which Program services are proposed.

15.2 Contractor shall be available to provide Program services 24 hours a day, seven (7) days a week.

15.3 Contractor shall inform County in writing and receive a written County approval at least sixty (60) days prior to relocation of Contractor office or site location(s).

- 15.4 Contractor shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and federal occupational safety and sanitation laws and regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Contractor shall comply with the Americans with Disabilities Act of 1990, as amended.
- 15.5 Prior to modifying or terminating Services, or revising hours of service delivery at a previously designated location(s), and before commencing such Services at any other location, Contractor shall obtain written consent of the County, and shall comply with Sample Contract Paragraph 9.9 (Modifications), as applicable.
- 15.7 Safety and Working Conditions
- 15.7.1 Contractor shall observe all applicable local, State and federal health and safety standards. Contractor shall ensure that all employees and volunteers in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC Section 651 et seq.), and/or the California Occupational Safety and Health Act, as amended (Cal. Labor Code Section 6300 et seq.), are not required or permitted to work, be trained or receive Services under conditions which are unsanitary, hazardous or otherwise detrimental to a person's health or safety.

16.0 GREEN INITIATIVES

- 16.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 16.2 Contractor shall notify County's Contract Manager of Contractor green initiatives prior to commencement of this Agreement.

17.0 CONTRACT DOCUMENT DELIVERABLES

- 17.1 Contractor shall also complete and submit to County certain other deliverable documents as specified herein. Prior to the commencement of this Agreement and annually thereafter (or as otherwise established by County), Contractor shall submit the following deliverables in the form and manner that is prescribed by County: Contract Compliance Documents, Business Forms, Reporting Documents, and other documents requested from time to time by County or its designee(s):
- 17.1.1 Contract Compliance Documents (as described in Sub-paragraph 17.3)
- 17.1.2 Business Forms (as described in Sub-paragraph 17.4)
- 17.1.3 Reporting Documents (as described in Sub-paragraph 17.5)
- 17.1.4 Other Documents: During the term of this Agreement, County or its designee(s) may request from time to time additional documents from Contractor, and Contractor shall adhere to County's request for such documents.

- 17.2 Contractor failure to timely submit documents required or requested by County may result in suspension of payments or other remedies as determined by County.
- 17.3 Contract Compliance Documents: Contractor shall provide to County's Contract Manager, by the deadline imposed by County, current copies of the following Contract Compliance Documents prior to the commencement of the Agreement, and thereafter when requested by County:
- 17.3.1 Certificate of Insurance: Contractor shall provide such Certificate pursuant to the requirements outlined in Sample Contract Paragraphs 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage).
- 17.3.2 Business License: Contractor shall provide a current copy of its Business License as issued by its state's Secretary of State on an annual basis.
- 17.3.3 Fire Department Inspection Report: For each service site that Clients will visit, Contractor shall obtain an annual fire inspection of its facility(ies). The inspection shall be conducted by the Los Angeles County Fire Department or by the Contractor local fire department and Contractor shall obtain a written Report of the inspection which shall be provided to County. In the event that violations are noted on the Report, Contractor shall ensure that it complies with all corrective measures as directed by the fire department. Contractor shall provide to County written evidence of its compliance within five (5) days of receiving the evidence from the fire department.
- 17.4 Business Forms: Contractor shall provide to County's Contract Manager, by the deadline imposed by County, the following Business Forms prior to the commencement of the Agreement, and thereafter when requested by County:
- 17.4.1 Board of Directors' Resolution: The Resolution provides written evidence to support the delegated authority that Contractor organization has vested in its Authorized Representative, who will act on behalf of the Contractor pursuant to Sample Contract Paragraph 8.3 (Authorization Warranty). Such written evidence shall adhere to the following requirements:
- 17.4.1.1 If Contractor is a public entity (defined as the government of the United States; the government of a State or political subdivision of a State; or an agency of the United States, a State, or a political subdivision of a State; or any interstate governmental agency), Contractor shall submit a copy of its resolution, order or motion which has been approved by its Governing Body (e.g., Board of Supervisors) to County. If Contractor is a private nonprofit entity, Contractor shall submit a copy of written authorization from its Governing Body (e.g., Board of Directors) to County.
- 17.4.1.2 Contractor resolution, order, motion or other authorization shall contain the following elements: reference this Agreement number; authorize execution of this Agreement; identifies Authorized Representative who will execute the original Agreement and any subsequent amendments to this Agreement;

and, approve and accept Agreement funds. In the event that there is a change in Contractor Authorized Representative, Contractor shall notify County within five (5) days of the change pursuant to Sample Contract Paragraph 8.34 (Notices), and shall provide a revised resolution, order, motion or other authorization which reflects the new Authorized Representative.

- 17.4.2 Articles of Incorporation: These documents shall reflect Contractor legal name; and, County shall use these as verification of Contractor name. In the event there are any amendments, Contractor shall so notify County within five (5) days of said amendment being enacted.
- 17.4.3 By-Laws: The internal rules which govern Contractor organization and are generally concerned with the operation of the organization, and setting out the form, manner or procedure in which the organization should operate. Contractor shall notify County in writing within five (5) days of the enactment of any amendments to its By-Laws.
- 17.4.4 Tax Exempt Status Letter: Written documentation that is obtained from the Internal Revenue Service, evidencing Contractor tax exempt status. Contractor shall notify County in writing within five (5) days of any change in its tax exempt status.
- 17.4.5 Organization Chart: Diagram of the Contractor structure which outlines the hierarchy, relationships and relative ranks of its parts and positions/jobs. Contractor shall notify County in writing within five (5) days of any change in its organization chart.
- 17.4.6 Subcontract(s): Third-party agreement as defined in Sample Contract Paragraph 8.40 (Subcontracting). Contractor shall notify County in writing within five (5) days of the enactment of any amendments to its subcontracts.
- 17.4.7 Complaints: Contractor shall provide its policy and procedures for receiving investigating and responding to Client complaints pursuant to the requirements outlined in Sample Contract Paragraph 8.5 (Complaints).
- 17.5 Contractor shall provide to County's Contract Manager, by the deadline imposed by County, the following Reporting Documents prior to the commencement of the Agreement, and thereafter when requested by County:
 - 17.5.1 Cost Allocation Plan: This Plan shall adhere to the requirements outlined in Sub-paragraph 5.3 (Cost Allocation Plan for Reimbursement Activities) above.
 - 17.5.2 Closeout Report: This Report shall adhere to the requirements outlined in Sub-paragraph 6.5 (Close-Out Reports) above.
 - 17.5.3 Program Income Statement Report: This Report shall adhere to the requirements outlined in Sub-paragraph 5.4 (Program Income Statement Report) above.
 - 17.5.4 Other Reporting Documents which County may request from time to time relating to Contractor performance, Work, Services. County shall not be unreasonable in its request.

18.0 OTHER PROVISIONS

18.1 Program Supervision, Monitoring and Review

18.1.1 Program services hereunder shall be provided by Contractor under the general supervision of County. County shall have the right to supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services and the criteria for determining the persons to be served. Contractor agrees to extend to County, to authorized State representatives, and to authorized federal representatives, the right to review and monitor Contractor facilities, programs, records, or procedures at the discretion of County, State and Federal representatives. Contractor shall maintain all records and reports, consistent with Sample Contract, Paragraph 8.38, Record Retentions and Inspection/Audit Settlement, and shall make them available for audit, assessment, or inspection by authorized County, State or federal representatives.